



MEMORANDUM OF UNDERSTANDING

between

CITY OF ALAMEDA

and

ALAMEDA CITY EMPLOYEES ASSOCIATION

JULY 1, 2009 – JUNE 30, 2011

Extended July 1, 2011 through December 31, 2011

MEMORANDUM OF UNDERSTANDING
between
CITY OF ALAMEDA
and
ALAMEDA CITY EMPLOYEES ASSOCIATION

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MEMORANDUM OF UNDERSTANDING
between
CITY OF ALAMEDA
and
ALAMEDA CITY EMPLOYEES ASSOCIATION

This Memorandum of Understanding is entered into pursuant to the provisions of Section 3500 et seq. of the Government Code of the State of California.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in said representation unit, and have freely exchanged information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and Employer-employee relations of such employees.

This Memorandum of Understanding shall be presented to the City Council of the City of Alameda as the recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing July 1, 2009 and ending June 30, 2011 .

The negotiations for a successor Memorandum of Understanding shall commence ninety days prior to the expiration of this Memorandum of Understanding.

Section 1. Recognition

1.1 Association Recognition

Alameda City Employees Association, affiliated with Operating Engineers Local 3, hereinafter referred to as the "Association", is the recognized employee organization for the classifications listed in Appendix A, certified pursuant to the letter from the City Manager dated February 19, 1970 and effective March 21, 1970.

1.2 City Recognition

The Municipal Employee Relations Officer of the City of Alameda or any person or organization duly authorized by the Municipal Employee Relations Officer, is the representative of City of Alameda, hereinafter referred to as the "City", in Employer-employee relations, as provided in Resolution No. 7476 adopted by the City Council on May 21, 1969.

Section 2. Association Security

2.1 Dues Deduction

Payroll deductions for membership dues (including Vision Care) shall be granted by the City only to the Association.

2.2 Agency Shop

The parties hereto recognize that membership in the Association is not compulsory, that employees have the right to join, not join, maintain, or drop their membership in

the Association and that neither party shall exert any pressure on or discriminate against an employee regarding such matters. The Association agrees that it is obligated to represent all of the employees in the Unit fairly and equally, without regard to whether or not an employee is a member of the Association.

Any employee of the City in an ACEA represented position, as a condition of continued employment, is required to either belong to the Association or to pay to the Association an amount equal to a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments for the organization. (Government Code Section 3502.5(a)) The Authorization to Deduct Dues form will be presented to new employees on the date of hire.

The Association shall notify the City in writing as to the amount of membership dues and the service fee. The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues or service fee check-off authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Association dues.

Monies withheld by the City shall be transmitted to the Treasurer of the Association at the address specified. The Association shall indemnify, defend and hold the City harmless against any claims made, and against any suit instituted against the City on account of check-off of employee organization dues or service fees. In addition, the Association shall refund to the City any amount paid to it in error upon presentation of supporting evidence.

The City shall furnish the Association, on a monthly basis, the name, date of hire, classification and work location of all newly hired employees subject to this Agreement along with verification of any monthly transmittals to charitable organizations. The Union shall comply with Government Code 3502.5(a)-(f), which provides, in part: Every recognized employee organization which has agreed to an agency shop provision or is a party to an agency shop arrangement shall keep an adequate itemized record of its financial transactions and shall make available annually, to the public agency with which the agency shop provision was negotiated, and to the employees who are members of the organization, within 60 days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant. An employee organization required to file financial reports under the Labor-Management Disclosure Act of 1959 covering employees governed by this chapter, or required to file financial reports under Section 3546.5, may satisfy the financial reporting requirement of this section by providing the public agency with a copy of the financial reports.

2.3 Employee Rights

Subject to the provisions of this Memorandum of Understanding, and applicable law, all employees of the City shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of Employer-employee relations involving wages, hours and other terms and conditions of employment. Employees of the City also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in the employment relations with the City. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by the Association because of their exercise of these rights.

Section 3. Association Representatives

City employees who are official representatives of the Association shall be given reasonable time off with pay to attend meetings with management representatives, or to be present at hearings where matters within the scope of representation or grievances are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City. Such employee representatives shall submit a written request for excused absence to their respective department heads, with an information copy to the Human Resources Director, at least two (2) working days prior to the scheduled meeting whenever possible.

For the purposes of negotiations the number of employee representatives shall not exceed six (6). In order to reflect the diversity of ACEA's workforce, each of the six (6) representatives shall be from different departments and work locations, unless alternate arrangements are made between the City and ACEA.

Authorization for excused absence while participating in negotiations shall be arranged in advance with the City Manager or his/her designated representative.

Section 4. Access to Work Locations

Reasonable access to employee work locations shall be granted officers of the Association and their officially designated representatives for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Such officers or representatives may enter any work location with the consent of the City Manager or designee. Access shall be in accordance with the normal operations of the department, established safety or security requirements, and will not be unreasonably denied.

Solicitation of membership and activities concerned with the internal management of the Association, such as collecting dues, holding membership meetings,

campaigning for office, conducting elections and distributing literature, shall not be conducted during working hours except with the express permission of the City Manager.

Section 5. Use of City Facilities

City employees or the Association or their representatives may, with the prior approval of the City Manager, be granted use of City facilities during non-work hours for meetings of City employees provided space is available. All such requests shall be in writing and shall state the purpose or purposes of the meeting.

The use of City equipment other than items normally used in the conduct of business meetings, such as desks, chairs, and blackboards is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.

Section 6. Bulletin Boards

The Association may use portions of City bulletin boards under the following conditions:

- (1) All materials must be dated and must identify the Association that published them.
- (2) Unless special arrangements are made, materials posted will be removed thirty-one (31) days after the publication date.
- (3) The City agrees to provide bulletin boards in reasonable locations and designate a reasonable portion thereof for Association use.
- (4) If the Association does not abide by these rules, it will forfeit its right to have materials posted on City bulletin boards.

Section 7. Advance Notice

Except in cases of emergency, reasonable advance written notice shall be given the Association of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council and shall be given the opportunity to meet with such body prior to adoption.

In cases of emergency when the City Council determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with the Association, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, resolution or regulation.

The City agrees to post City job announcements on all bulletin boards at the earliest practical time.

Section 8. City Rights

The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and the technology of performing its work.

Section 9. No Discrimination

There shall be no discrimination based on race, creed, color, national origin, ancestry, pregnancy, sex, disability, religion, age, marital status, sexual orientation, political affiliation or legitimate union activities against any employee or applicant for employment by the Association or by the City or by anyone employed by the City; and to the extent prohibited by applicable state and federal law.

Section 10. Hours of Work

10.1 Work Day & Work Week

The workweek shall consist of forty (40) hours and the workday shall consist of eight (8) hours; provided, however, that designated classifications in Appendix A shall have a workweek of thirty-seven and one-half (37-1/2) hours and a workday of seven and one-half (7-1/2) hours. For employees on a reduced workweek pursuant to Section 10.2 below, the days referred to in this Memorandum of Understanding are either eight (8) hours or seven and one-half (7-1/2), as the case may be.

The normal work days in the work week are Monday through Friday, which provides employees with two (2) consecutive days off. Modifications to the Monday through Friday work schedule and the assignment of days off were made for some employees working in the Library Department and Golf Complex in the past. Such alternative work schedule arrangements shall remain. Departments that currently schedule employees to work a schedule other than the normal work days described above, are Library Department, Golf Complex and AP&T. Any future modifications to the Monday through Friday work schedule for current employees, shall be the subject of meet and confer between the City and the Association.

The Library may be open Sundays from 1:00 p.m. to 5:00 p.m. and employees may be required to work from 12:30 p.m. to 5:45 p.m. Anyone employed with the City in the Library as of October 1, 1996, will work Sundays on a voluntary basis only.

Sunday work assignments may be required for employees who began work in the Library after October 1, 1996.

The Maintenance Service Center may adjust the work day in order to make better use of the early day light hours. The City agrees to give employees two (2) weeks notice.

Notification of any emergency leave whether comp. time, vacation or sick leave must be made within one-half (1/2) hour prior to or after the scheduled time for beginning the employees work duties unless the employee is already at work. Emergency leave will not be unreasonably denied.

10.2 Reduced Workweek

The City will offer each employee working on a reduced work week as of 7/1/06 the opportunity to continue on a reduced workweek or to return to a five (5) day workweek of thirty-seven and one-half (37-1/2) hours or forty hours (40) (as specified in Section 10.1 above). No such change in work week shall occur without there first being a meeting between the affected employee and the Department Head. The work week of any employee hired after 7/1/06 will be set at the discretion of the Department Head. In the event a concern arises regarding reduced work week hour scheduling, the following procedure will be employed:

In the event the employee and the employee's supervisor are unable to agree on mutually satisfactory hours, the Association President may request that the Human Resources Director review the situation. After a review of the facts, the Human Resources Director may ask the City Manager to review the situation. In any such review by the City Manager, the Union will be an indispensable part of the review process.

Section 11. Overtime, Call Back, Acting Pay, Meals

11.1 Overtime Authorization

All overtime must be authorized in writing by the City Manager or his or her designated representative in advance of being worked.

11.2 Overtime/Comp Time Off

Any authorized time worked other than the employee's workweek shall be compensated in cash or compensatory time off at the rate of one and one-half (1-1/2) times the employee's regular straight-time rate of pay.

Compensatory time off may be taken by mutual agreement of the employee and the supervisor.

Compensatory time may be earned up to a maximum of one hundred and eighty (180) hours in calendar year 2009 and calendar year 2010. Employees will not be

allowed to have more than one hundred and twenty (120) hours in their compensatory time bank at any one time.

Effective January 1, 2011 the maximum amount of compensatory time earned will revert back to 120 hours in a calendar year. The number of compensatory hours an employee will be allowed to have in their bank at any one time shall remain at 120 hours.

11.3 Call Back

If an employee is called back to work, he or she shall, upon reporting, receive a minimum of two (2) hours' work, or if two (2) hours' work is not furnished, a minimum of two (2) hours' pay at time and one-half (1-1/2). This provision does not apply to instances in which the employee is called to report before his regular starting time and is worked from the time he reports to his regular starting time.

11.4 Acting Pay

An employee who is assigned by the employee's supervisor and approved by the Department Head to perform a job in another classification during the temporary or permanent absence of an employee shall be paid the first step of the higher classification which is above the salary step of the employee assigned to the acting position, but not less than five percent (5%) nor above the 5th step of the higher classification.

Employees shall be paid hour per hour for time worked in a higher classification. One hour shall be the minimum qualifying time period. If an employee works in a higher classification for a fraction of an hour the time shall be rounded to the nearest hour.

In the event an employee is assigned to act for more than three (3) months, the employee will be paid at the higher rate for vacation, sick leave and holidays during that uninterrupted assignment.

The City agrees that it will not use partial duties or responsibilities as a reason not to pay Acting Pay.

Where a person is assigned duties of a higher position due to sick-leave/vacation for entire date, "Acting Pay" will be for entire day.

11.5 Y-Rate

If an employee is assigned a Working Classification due to the performance of duties that are above their normal classification, and for which there is no classification available the employee will receive a Y-rate. A Y-rate shall be paid at no less than 5% over their current hourly wage.

Y-rate may also be paid if an employee is partially doing work that is outside of their job description, and for which there is no classification available.

11.6 Meals

The City agrees to reimburse an employee for meal expense in accordance with reimbursement procedures of his or her department up to Ten Dollars (\$10.00) for breakfast, Twelve Dollars (\$12.00) for lunch or Twenty Four (\$24.00) for dinner. This meal reimbursement policy applies only when an employee works four and one-half (4-1/2) hours of consecutive overtime in conjunction with his or her regular duty shift, or on call back on his or her regular day off.

11.7 Stand By

Upon ratification, employees required to perform standby shall be credited with one and one-half (1 and 1/2) hours of compensation at the straight time base rate of pay for such standby duty performed on a regularly assigned workday and three (3) hours compensation at the straight time base rate of pay for such standby duty assigned on regularly scheduled days off. When an employee assigned to such standby duty is called back, he/she shall receive both standby and call back compensation. Employees on standby will be provided pagers.

Section 12. Salaries

12.1 Rates of Pay

The salary range for each classification shall be as set forth in Appendix A.

12.2 Starting Rate

Except as herein otherwise provided, the entrance salary for a new employee entering City service shall be the minimum salary for the class to which appointed. When circumstances warrant, the City Manager may approve an entrance salary which is more than the minimum salary. The City Manager's decision shall be final.

12.3 Step Increases

All increases shall be based on merit as established by the record of the employee's performance and shall require recommendation of the Department Head.

If the City Manager at any time determines that it is in the City's interest, he may assign an employee to a higher rate within the salary range fixed for the classification. The City Manager shall regulate the accelerated advancement through the salary range steps.

Subject to the provisions of this Section 12.3, an employee shall receive increases in salary according to the following plan:

Step A upon completion of twelve (12) months' service in Step AA unless the City Manager disapproves.

Step B upon completion of twelve (12) months' service in Step A unless the City Manager disapproves.

Step 1 upon completion of twelve (12) months' service in Step B unless the City Manager disapproves.

Step 2 upon completion of twelve (12) months' service in Step 1 unless the City Manager disapproves.

Step 3 upon completion of twelve (12) months' service in Step 2 unless the City Manager disapproves.

Step 4 upon completion of twelve (12) months' service in Step 3 unless the City Manager disapproves.

Step 5 upon completion of twelve (12) months' service in Step 4 unless the City Manager disapproves.

Raises to the A, B, 1st, 2nd, 3rd, 4th, 5th steps shall be automatic unless an unsatisfactory service rating report is made by the appointing authority.

12.4 Conversion Rate

Any yearly, monthly, per diem, bi-weekly or hourly rate of pay may be converted into any equivalent rate of pay or to any other time basis when, in the judgment of the City Manager, such a conversion is advisable. In determining equivalent amounts on different time basis, the Human Resources Director, subject to the approval of the City Manager, shall provide tables or regulations for the calculation of payment for service of less than full time, and for use in converting monthly salaries to hourly rates, as well as for calculating hourly rates.

Where part-time service is on an irregular basis, the pay for such service shall be calculated according to procedures established by the Human Resources Director, subject to the approval of the City Manager.

12.5 Permanent Part-Time Employees

Permanent part-time Civil Service appointments may be made when there is part-time work to be performed on a regular and continuous basis and upon certification to the Human Resources Director, by the Department Head to which the appointment is to be made, that the employee is scheduled to work continuously during a twelve (12) month period. Benefits, including life insurance, medical insurance, dental insurance, retirement contributions, vacations and sick leave shall be granted on a prorated basis computed by dividing the regularly scheduled hours each week by forty (40) or thirty-seven and one-half (37-1/2) hours, as the case may be. That factor shall be the percentage of the City's contributions for permanent part-time Civil Service employees for life insurance, medical insurance, dental insurance and retirement.

In the case of permanent part-time employees in positions whose full-time equivalents normally work a forty (40) hour week, one thousand forty (1,040) hours of service shall equal six (6) months and two thousand eighty (2,080) hours of service shall equal one (1) year of service. In the case of permanent part-time employees whose full-time equivalents normally work a thirty-seven and one-half (37-1/2) hour week, nine hundred seventy five (975) hours of service shall equal six (6) months and one thousand nine hundred fifty (1,950) hours of service shall equal one (1) year of service.

Section 13. Health and Welfare

13.1 Flexible Benefit Plan

The City has contracted with the Public Employees' Retirement System (PERS) for the purpose of providing medical insurance benefits for employees covered by this Memorandum of Understanding, eligible retired employees and eligible survivors of retired employees. Eligibility of retired employees and survivors of retired employees to participate in this program shall be in accordance with regulations promulgated by PERS.

The City has established a Flexible Benefits Account (FBA) for each full-time regular employee who is eligible to enroll in one of the PERS medical insurance plans offered by the City. The City's contribution to the Flexible Benefit Plan includes the current PERS minimum employer contribution (MEC), which as of 7/1/09 is one hundred and one dollars (\$101.00) per month per current eligible employee who subscribes for coverage in one of the PERS medical insurance plans offered by the City. During the term of this MOU and until a successor agreement is reached, the Flexible Benefits amounts agreed to by the parties shall be considered to meet the minimum employer contribution requirements of PERS.

The City shall make the following contributions per month per eligible employee toward the Flexible Benefits Plan:

	<u>Effective</u> <u>01/01/09*</u>	<u>Effective</u> <u>01/01/10*</u>
0 Party	\$ 230.00	\$ 230.00
Employee	\$ 508.30	\$ 532.56
Employee plus one	\$1,016.60	\$1,065.12
Employee plus family	\$1,132.58	\$1,384.66

*The amounts indicated above do not include Life Insurance or Dental Insurance premiums which are paid by the City separately. The amounts indicated above do include the PERS minimum employer contribution (MEC) as required by state law, regardless of the year or amount, if enrolled in PERS medical insurance.

The amount of City contribution as specified above reflects the full premium for Kaiser under CalPERS. During calendar year 2009 only, employees who are currently electing coverage under a more expensive plan than Kaiser will continue to

be eligible to receive a supplemental FBA contribution while they continue to be enrolled in such more expensive plan. The amount and duration of this supplemental contribution was calculated by the parties at the beginning of the year. The maximum, total cost allocated for this supplemental FBA contribution is \$19,000 for 2009. This provision will not be carried forward beyond calendar year 2009.

Effective January 1, 2010 and again on January 1, 2011, the City will increase its contribution to the Flexible Benefit Plan to reflect 100% of the cost of the CalPERS Bay Area Kaiser premium at each level of coverage (employee, employee + 1 and employee + family). The \$230 medical component of the 0-Party rate shall not change. The 2010 rates are reflected above.

Following the expiration of this MOU, the City shall not change the amount of money allocated to the Flexible Benefit Plan for medical benefits, unless agreed upon in a successor MOU.

For the purpose of this Section, a dependent is defined as a person who satisfies the definition of dependent in the PERS medical insurance plan in which the employee is enrolled. Such dependents must also be enrolled in and covered by the plan.

In the event an employee enrolls in a PERS plan that is more expensive than the Kaiser plan, the City shall make a payroll deduction from the employee's pay to cover the difference in cost.

If no medical benefits are selected, upon proof of coverage through their spouse, the Flexible Benefit amount credited to the employee will be at the 0-Party rate of \$230 per month.

Each employee shall notify the City in writing on a form provided, on or before the last day of the PERS open enrollment month each year as to how the monies in his/her Flexible Benefit Account are to be expended during the twelve (12) month period beginning the first day of each PERS Benefit year. Thereafter, no change to designations so made will be allowed until the following year unless a qualified reason occurs.

Each employee shall be responsible for providing immediate written notification to the City of any change to the number of his/her dependents which affects the amount of the City payment to the Flexible Benefits Account. An employee, who by reason of failing to report a change in dependents, receives a City payment greater than the amount to which he/she is entitled shall be liable for refunding the excess amounts received via a reduction in the amount paid to his/her Flexible Benefits Account. In accordance with PERS regulations, changes to flexible benefit payments required because of a change in an employee's number of dependents shall take effect at the start of the first pay period in the month next following the

month in which advice from the employee is received by the Human Resources Director. No retroactive increases to the City's payments shall be allowed.

In the event Kaiser is not offered by PERS, the parties will meet and confer regarding a substitute provider rate. During the term of this agreement, the City may propose alternate medical providers, to replace the CalPERS program. The bargaining unit will be notified of any proposed change in advance and be allowed the opportunity to meet with the City prior to making any such change. If negotiations are requested regarding the change, ACEA agrees to participate in a coalition format. In the event cost savings are realized as a result of a change in plans, the application of such savings will be subject to negotiations.

13.2 Dental Insurance

The City shall make the necessary contributions per month for each full time, and on pro-rata basis, each permanent part time employee toward the Flexible Benefit Plan to provide the dental plan to the employee and eligible dependents. This coverage will be mandatory for all employees. Any change in the premium shall cause a like change in the flexible benefit account.

The dental plan is \$2500/\$2500 per employee and eligible dependents for annual dental care and lifetime orthodontic care.

13.3 Life Insurance

The City shall provide each employee with a Fifty Thousand Dollar (\$50,000) life insurance program. This coverage will be mandatory for all employees and the cost is reflected in the Flexible Benefit Plan amounts specified in Section 13.1.

Alameda Housing Authority employees hired prior to 10/01/2002 will maintain their current life insurance amount of 1 1/2 times their annual salary which causes their life insurance premiums to fluctuate in accordance with their annual salary, which in turn may increase the Flexible Benefit Account totals. (Their health insurance and dental premiums will be the same as for the rest of the ACEA bargaining unit).

The City shall provide each employee with the opportunity to purchase, at their own cost, additional optional life insurance up to the maximum amount provided by and subject to the conditions of the carrier.

13.4 IRC Section 125

The City has implemented an IRC Section 125 plan to redirect the employees' pre-selected amount of salary to pay employee paid insurance premiums and other approved expenses with "pre-tax" instead of "after tax" dollars.

13.5 Employee Assistance Program

The City shall continue to provide for all employees an employee assistance program. The cost of such program shall continue to be paid by the City only during the term of this Memorandum of Understanding.

13.6 Long Term Disability Insurance

The City will provide a paid for LTD insurance plan equal to benefits provided for in the current plan. If benefits are improved, such improvement shall be incorporated in the Long Term Disability Plan at no cost to all employees covered under this Memorandum of Understanding. The City will make a good faith effort to improve benefits within existing City contribution limits. The City shall contribute up to One Dollar and Twenty Cents (\$1.20) per One Hundred Dollars (\$100.00) of an employee's monthly salary up to Twenty-five Dollars (\$25.00) per month per employee to provide the Long Term Disability Insurance Program.

Section 14. Retirement Plan

The present Retirement Plan as constituted on October 1, 2001 between the City and Public Employees Retirement System shall be maintained at the current benefit level for the duration of this Memorandum of Understanding with the following modifications:

1. Effective April 1, 1997, the individual employees did and shall continue to make their own normal employee contributions to PERS, in the amount of 7%, and they shall have the option to have those payments tax deferred under IRS Policy and Rule 414 (h) (2) unless the IRS or Franchise Tax Board indicates that such contributions are taxable income subject to withholding.
2. At the time of the City's withdrawal from the Federal Insurance Contribution Act (FICA) on January 1, 1983, each employee was entitled to the Public Employees Retirement System 1959 Survivors Benefit coverage. The City has amended its contract with PERS to provide for the option of 1959 Survivor Benefit third level coverage.
3. All employees were covered by the Public Employees Retirement System Survivors Continuance at the time of the City's withdrawal from Federal Insurance Contribution Act (FICA).
4. The employees are covered by the 2% at Age 55 Retirement Formula. The City shall provide the PERS single highest year retirement benefit.

The City has contracted with the Public Employees Retirement System (PERS) to provide medical insurance for eligible retired employees and eligible survivors of retired employees. Eligibility to participate in this program will be in accordance with regulations promulgated by PERS. The City will contribute up to \$16.00 per month on behalf of each eligible retired employee or eligible survivor of a retired employee who subscribes for PERS medical insurance in conformance with PERS regulations.

The City provides for additional service credit for unused sick leave through Section 20862.8 of the California Government Code. Those employees eligible for sick

leave payoff may select to use eligible payoff days for either payoff or prior service credit. Any sick leave day used as part of the formula for sick leave payoff is no longer available for PERS service credit conversion as provided for in the first sentence of this paragraph. Employees covered by the side letter executed August 6, 1980 (attached) regarding sick leave are the only employees eligible for the choice described in the preceding sentence.

Section 15. Clothing, Shoes and Ear Protectors

The City will provide for the acquisition or replacement of work/weather/safety related gear/equipment such as, but not limited to; sun screen, shirts, jacket, heavy jacket, hats, safety boots or shoes, foul weather gear, ear protection, ear protectors, head protectors, tinted safety glasses and gloves, as required by departments.

The City will pay or reimburse an employee for the purchase of safety boots or shoes (steel or hard toe) that are required for his/her position. Such safety shoes/boots shall be worn as a condition of employment. Alameda Power & Telecom meter readers will be reimbursed for hard toe shoes that shall be worn as a condition of employment. The maximum reimbursement shall be as follows:

\$195 effective 7/1/06
\$200 effective 7/1/07
\$205 effective 7/1/08

The City will provide ear protectors/protection to all City employees who work in areas where the noise factor can cause damage to their hearing.

The City will distribute quality rain gear for field employees. Please note this rain gear, which will include but is not limited to hood, coat, pants, steel toed rain boots or rubber boots that can be worn over steel or hard toes shoes/boots, will be distributed in accordance with department needs. Some gear is of such quality that it could last up to 5 years. Damaged or worn gear will be submitted to the department for replacement. Employees are responsible for keeping track, and taking care of their own rain gear. Once it has been issued, it is suggested that rain gear be kept in the employee's individual locker unless in use.

In the event the employee and the employee's supervisor are unable to agree mutually on work/weather/safety related gear/equipment, the Association President may request that the Human Resources Director review the situation. After a review of the facts, the Human Resources Director may ask the City Manager to review the situation. In any such review by the City Manager, the Union will be an indispensable part of the review process. The City Manager's decision shall be final and not grievable.

The changes in this section of the MOU shall become effective the date this MOU is adopted by the City Council and are not retroactive.

Section 16. Holidays

Regular and probationary employees shall be entitled to take all authorized holidays in accordance with Appendix C (updated and distributed each December), provided they are in a paid status for the full schedule of hours on both their regularly scheduled workdays immediately preceding and following the holiday (this includes an employee on industrial disability). Employees who are absent from work without pay or are in paid status for less than the full schedule of hours on either the scheduled work day before or after the day the holiday is observed shall not be eligible for nor receive holiday pay.

The authorized holidays in this City are:

- (1) New Year's Day
- (2) Martin Luther King's Birthday
- (3) President's Day
- (4) Memorial Day
- (5) Independence Day
- (6) Labor Day
- (7) Veterans Day
- (8) Thanksgiving Day
- (9) Day after Thanksgiving Day
- (10) Christmas Day
- (11) Three and one-half (3.5) Floating Holidays (to be taken in the period January 1 through December 31)

If any of the above holidays falls on Saturday, it shall be celebrated on the Friday immediately preceding. If any of such holidays falls on a Sunday, it shall be celebrated on the following Monday. However, Departments in which employees are normally scheduled to work on a Saturday or Sunday have the discretion to observe the holiday on the Saturday or Sunday on which the holiday actually falls. Employees will be notified of the holiday observation at least 14 calendar days in advance.

During the original probationary period, employees will be entitled to one (1) floating holiday at hire, one (1) floating holiday after six (6) months and one and one-half (1½) floating holidays upon completion of twelve months service with the City, not to exceed three and one half (3 ½) floating holidays in a calendar year. Should an original probationary employee have his or her service with the City terminated within three (3) months of the date of hire by the City, compensation which he or she received for any holiday during that three (3) month period shall be deducted from his or her final compensation payment.

If one of the holidays listed above falls during the employee's vacation or on an employee's day off other than a Saturday or Sunday, the employee shall be allowed

a regular workday off at a time determined by agreement between the employee and the City Manager or his/her designated representative.

If an employee is scheduled or required to work on a holiday, the employee shall be paid for the holiday. In addition, the employee will receive time and one-half (1-1/2), in pay or compensatory time off for all hours worked on such holiday.

For purposes of this Section, "probationary employee" refers to an employee who has not yet completed their initial, one year of service in a full-time classification(s) with the City of Alameda.

Section 17. Vacation

17.1 Vacation Scheduling

The times during the calendar year at which an employee shall take vacation shall be determined by the City Manager or the designated representative with due regard to the wishes of the employee and particular regard to the need of the City. All employees shall, on a form provided by the City, indicate their preference for vacation periods during November and December of each calendar year. Preference of vacation date shall be given to employees according to their length of service in as reasonable a manner as possible. The City will post a final vacation schedule by January 1 of each year.

An employee who is hospitalized while on vacation may elect to not charge such time to vacation.

17.2 Vacation Benefits

Every employee who, on the most recent anniversary date of his or her employment, shall have been in the service of the City for a period of one (1) year or more and shall have worked a minimum of eighteen hundred (1800) straight-time hours within the twelve (12) month period immediately preceding such anniversary date, shall be entitled to a vacation as follows:

Ten (10) working days of vacation with pay if he or she shall have been in the service of the City for a period of one (1) year or more but less than five (5) years prior to such anniversary date.

Fifteen (15) working days' vacation with pay if he or she shall have been in the service of the City for a period of five (5) years or more but less than six (6) years prior to such anniversary date.

Fifteen and one-half (15-1/2) working days' vacation with pay if he or she shall have been in the service of the City for a period of six (6) years or more but less than seven (7) years prior to such anniversary date.

Sixteen (16) working days' vacation with pay if he or she shall have been in the service of the City for a period of seven (7) years or more but less than eight (8) years prior to such anniversary date.

Sixteen and one-half (16-1/2) working days' vacation with pay if he or she shall have been in the service of the City for a period of eight (8) years or more but less than nine (9) years prior to such anniversary date.

Seventeen (17) working days' vacation with pay if he or she shall have been in the service of the City for a period of nine (9) years or more but less than ten (10) years prior to such anniversary date.

Seventeen and one-half (17-1/2) working days' vacation with pay if he or she shall have been in the service of the City for a period of ten (10) years or more but less than eleven (11) years prior to such anniversary date.

Eighteen (18) working days' vacation with pay if he or she shall have been in the service of the City for a period of eleven (11) years or more but less than twelve (12) years prior to such anniversary date.

Eighteen and one-half (18-1/2) working days' vacation with pay if he or she shall have been in the service of the City for a period of twelve (12) years or more but less than thirteen (13) years prior to such anniversary date.

Nineteen (19) working days' vacation with pay if he or she shall have been in the service of the City for a period of thirteen (13) years or more but less than fourteen (14) years prior to such anniversary date.

Nineteen and one-half (19-1/2) working days' vacation with pay if he or she shall have been in the service of the City for a period of fourteen (14) years or more but less than fifteen (15) years prior to such anniversary date.

Twenty (20) working days' vacation with pay if he or she shall have been in the service of the City for a period of fifteen (15) years or more but less than sixteen (16) years prior to such anniversary date.

Twenty and one-half (20-1/2) working days' vacation with pay if he or she shall have been in the service of the City for a period of sixteen (16) years or more but less than seventeen (17) years prior to such anniversary date.

Twenty-one (21) working days' vacation with pay if he or she shall have been in the service of the City for a period of seventeen (17) years or more but less than eighteen (18) years prior to such anniversary date.

Twenty-one and one-half (21-1/2) working days' vacation with pay if he or she shall have been in the service of the City for a period of eighteen (18) years or more but less than nineteen (19) years prior to such anniversary date.

Twenty-two (22) working days' vacation with pay if he or she shall have been in the service of the City for a period of nineteen (19) years or more but less than twenty (20) years prior to such anniversary date.

Twenty-two and one-half (22-1/2) working days' vacation with pay if he or she shall have been in the service of the City for a period of twenty (20) years or more but less than twenty-one (21) years prior to such anniversary date.

Twenty-three (23) working days' vacation with pay if he or she shall have been in the service of the City for a period of twenty-one (21) years or more but less than twenty-two (22) years prior to such anniversary date.

Twenty-three and one-half (23-1/2) working days' vacation with pay if he or she shall have been in the service of the City for a period of twenty-two (22) years or more but less than twenty-three (23) years prior to such anniversary date.

Twenty-four (24) working days' vacation with pay if he or she shall have been in the service of the City for a period of twenty-three (23) years or more but less than twenty-four (24) years prior to such anniversary date.

Twenty-four and one-half (24-1/2) working days' vacation with pay if he or she shall have been in the service of the City for a period of twenty-four (24) years or more but less than twenty-five (25) years prior to such anniversary date.

Twenty-five (25) working days' vacation with pay if he or she shall have been in the service of the City for a period of twenty-five (25) years or more.

For the purposes of this Section a work week is 40 hours/37-1/2 hours and a working day is 8 hours/7-1/2 hours.

Effective with calendar year 2007, vacation accumulation will convert from an annual accrual system to a pay period based accrual system. For the conversion year of 2007 only, both the January 2007 annual drop and the pay period accruals will be awarded to employees. No future annual drops will be made after January 2007. The pay period accrual system will commence with the pay period ending January 6, 2007.

17.3 Vacation Accumulation

No employee may accumulate more than ten (10) working days of vacation at any one time in addition to the employee's regular vacation entitlement. However, during the calendar year 2007 and 2008, the accumulation shall not exceed two times the employee's annual vacation entitlement. The maximum vacation accumulation shall revert back to ten (10) working days in calendar year 2009 in addition to the

employee's annual vacation entitlement. An employee may submit in writing a request to accumulate vacation in excess of the maximum set forth above. Such excess accumulation may be approved, at the sole discretion of the City Manager, on a case by case basis.

17.4 Vacation Pay at Termination

Upon termination of employment, a regular employee shall be paid cash value of his or her accrued vacation leave at the time of termination, in accordance with the above schedule on a pro rata basis.

17.5 Vacation Paycheck

The City agrees to deposit an employee's paycheck in his or her bank account if authorized by such employee, and if such employee is out of town on vacation on payday. The deposit of an employee's paycheck while an employee is on vacation will be done by mail to the employee's bank if the employee furnishes the proper deposit by mail form with his/her request.

Section 18. Sick Leave

18.1 Benefits

Regular and probationary employees shall accrue sick leave at the rate of eight (8) hours or seven and one-half (7-1/2) hours, as the case may be, per month, provided they are in a pay status one hundred sixty (160) or one hundred fifty (150) straight time hours, as the case may be, that month. There shall be no limit on sick leave accrual. Sick leave usage shall not be considered as a privilege which an employee may use at his discretion, but shall be allowed only in case of necessity of actual sickness or disability. Charge for sick leave used shall be on the basis of one (1) hour for each hour used; provided, however, that sick leave shall be charged for only those hours when the employee was absent from work. In no event shall sick leave be converted into a cash bonus. Sick leave may not be used before it is earned. The City shall mail to any employee who is on sick leave and who must reimburse the City for their Health, Life, and Dental benefits a notification and the agreed to forms advising such employee of the SDI and LTD benefits. Those employees hired before August 1, 1980 shall be entitled to sick leave under the old plan as set forth in the Municipal Code and in Appendix D which is attached.

18.2 Notification Requirement

In order to receive compensation when absent on sick leave, the employee shall notify his or her immediate supervisor one-half (1/2) hour prior to or after the scheduled time for beginning his or her work duties of his or her impending absence.

18.3 Doctor's Certificate or Other Proof

At the discretion of the employee's supervisor, proof of illness in the form of a doctor's certificate or an advice nurse statement may be required for any period of absence for which sick leave is claimed; however, when absence is for more than three (3) consecutive workdays the employee shall file such proof of illness as

outlined above with the department head stating the cause of the absence.

18.4 Illness in the Immediate Family

An employee may use up to one-half of his or her annual sick leave allocation in any calendar year in the event of illness of a spouse, child or parent, or domestic partner, regardless of residence, or to care for a dependent living within the employees household. At the City's request, the employee will provide satisfactory evidence of the facts justifying such absence.

18.5 Sick Leave During Probationary Period

No sick leave shall be granted during the original six (6) months of employment with the City. However, when a employee has been employed by the City for six (6) months, sick leave accumulation with pay shall be allowed for time worked in the probationary status, provided the one hundred sixty (160) straight-time hours or one hundred fifty (150) straight-time hours, as the case may be, per month work requirement has been met.

Section 19. Leaves of Absence

19.1 Leave Without Pay

The City Manager may grant regular employees a leave of absence without pay. No leave shall be granted except upon written request of the employee. Such requests shall be submitted to the City Manager. Such leave shall normally be granted to permit the employee to engage in activities that will increase his value to the City upon return, or because of sickness, injury or personal hardship. Employees may not be granted a leave of absence until all accrued vacation is taken. Failure on the part of an employee on leave to report promptly at its expiration shall result in dismissal of the employee. Vacation and sick leave credits shall not accrue to an employee on leave of absence. The decision of the City Manager on granting or refusing to grant a leave of absence or extension thereof shall be final and conclusive and shall not be subject to the grievance procedure of this Memorandum of Understanding.

19.2 Jury Duty

An employee summoned to jury duty shall inform his/her supervisor and, if required to serve, may be absent from duty with full pay only for those hours required to serve.

19.3 Military Leaves of Absence

The provisions of the Military and Veterans Code of the State of California shall govern military leave of City employees.

19.4 Family Leave Act

The parties agree to abide by the Federal and State Family Leave Acts.

19.5 Industrial Disability Leave

Employees who suffer any disability arising out of and in the course of their employment, as defined by the Workers' Compensation Laws of the State of California, shall be entitled to disability leave while so disabled for the period of such disability to a maximum of one (1) year or retirement, whichever occurs first. Compensation benefits shall be determined and paid in accordance with the Workers' Compensation Laws of the State of California. Integration of sick leave with Workers' Compensation is to be automatic; the City may not waive integration, and any employee entitled to Workers' Compensation must apply, therefore, before sick leave benefits are payable.

The City reserves the right to withhold payment of any disability benefits until such time as it is determined whether or not the illness or injury is covered by Workers' Compensation.

19.6 Funeral Leave

In the event of a death in the immediate family of an employee, the employee shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed four (4) regularly scheduled working days. This provision does not apply if the death occurs while the employee is on leave of absence, layoff, or sick leave.

For the purpose of this provision, the immediate family shall be restricted to father, mother, brother, sister, spouse, domestic partner, child, mother-in-law, father-in-law, grandparents, grandchildren, step-parents, stepchildren, or step-sibling, where there is a child-rearing relationship. At the request of the City, the employee will furnish a death certificate and proof of relationship.

Funeral leave applies only in instances in which the employee attends the funeral, or is required to make funeral arrangements, but is not applicable for other purposes such as settling the estate of the deceased.

19.7 Catastrophic Leave Bank

The City agrees to establish a Catastrophic Leave Bank to assist employees who have exhausted accrued leave time due to a serious or catastrophic illness or injury. The Catastrophic Leave Bank (CLB) will allow the bargaining unit employees to donate time to affected employees within and outside the unit, so that he/she can remain in a paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury or condition. This donated time will be placed in a CLB and drawn down from the CLB by the eligible employee.

Eligibility

To be eligible for this benefit, the receiving employee must: 1) Be a regular full time employee, 2) Have sustained or have an immediate family member who has sustained a life threatening or debilitating illness, injury or condition which may require confirmation by a physician, 3) Have exhausted all accumulated paid leave

including vacation, holiday, sick leave, and/or compensatory time off, 4) Be unable to return to work for at least 30 days or in the case of the condition affecting the immediate family member, that member must be in need of prolonged and significant personal care; and 5) Conformed with the requirements of the Family Medical Leave Act and/or Worker's Compensation.

Benefits

Accrued vacation and compensatory time off hours donated by other employees will be converted to sick leave and credited to the receiving employee's sick leave time balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee. For as long as the receiving employee remains in a paid status, seniority, and all other benefits will continue, with the exception of sick leave and vacation accrual. The total leave credits received by an employee will not normally exceed three months. However, if approved by the Department Head and the Human Resources Director the total leave credits may be extended on a case by case basis, subject to review by the City Manager or designee.

Guidelines For Donating Leave Credits To The Time Bank

- a. Accrued vacation leave and compensatory time off may be donated by any regular full-time employee who has completed his/her initial City probationary period.
- b. Time donated will be converted from vacation or compensatory time to sick leave hours and credited to the receiving employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee.
- c. The total amount of time donated to one employee by another employee shall not exceed forty (40) hours. The total leave credits received by the employee shall not exceed three months; however, the Human Resources Director may approve an extension to six months total time.
- d. Initial leave time donations must be a minimum of one work shift. An employee cannot donate leave hours that would reduce his/her vacation balance to less than one week.
- e. The use of donated leave hours will be in consecutive one-shift increments.
- f. While an employee is on leave using donated leave hours, no vacation or sick leave hours will accrue.
- g. Under all circumstances, time donations received for the employee are forfeited once made by the employee making the donation. In the event that the receiving employee does not use all transferred leave for the catastrophic illness/injury, any balance will remain with that employee until that employee's separation from City service.

- h. Taxability of leave donated or received under this program will be governed by Internal Revenue Service guidelines.
- i. For the purpose of the Section, "immediate family member" as referenced under Eligibility shall be defined as provided for in Section 19.6.
- j. Under extenuating and extraordinary circumstances and upon recommendation of the Human Resources Director the City Manager may grant exceptions on a case-by-case basis. Such exceptions shall not establish practice or precedence.

Section 20. Probationary Period

All original and promotional appointments shall be subject to a probationary period. The probationary period shall be regarded as part of the testing process and shall be utilized for closely observing the employee's work for securing the most effective adjustment of a new employee to his/her position and for rejecting any probationary employee whose performance does not meet the required standards of work.

The probationary period for employees is twelve (12) months.

During the probationary period, an employee may be rejected at any time by the City Manager without cause and without the right to appeal.

Any employee rejected during the probationary period following a promotional appointment shall be reinstated to the position from which he/she was promoted, unless he/she is discharged.

Section 21. Layoff

21.1 Layoff and Reemployment

Seniority is defined as the length of continuous paid employment and leave with pay status with the City calculated from the date of original hire, including the probationary period, as a full-time employee. Time spent in a leave without pay status shall be excluded. Part-time and temporary part-time employees do not accrue seniority.

In reduction of forces, the last employee hired shall be the first employee laid off, and in rehiring, the last employee laid off shall be the first employee rehired until the list of former employees is exhausted; provided that the employee retained or rehired is capable of performing the work required.

Employees who are laid off or who elect to demote or transfer in lieu of a layoff, shall have reemployment rights to future vacancies in the position previously held. The City shall maintain a preferred list with the names of the employees laid off in

inverse order of layoff. Future vacancies in those affected positions shall first be filled from the preferred list in inverse order of layoff.

Services with the City shall be terminated by:

- (1) Discharge, retirement, resignation or any termination of employee status;
- (2) Failure to return to work within seven (7) calendar days when recalled from layoff;
- (3) Failure to return to work upon expiration of an authorized leave of absence;
- (4) Leave without pay status for a continuous period of twelve (12) months or more;
- (5) Layoff status for a continuous period of twelve (12) months or more.

When a layoff becomes necessary, the Human Resources Department will provide layoff instructions to the affected departments with a copy to the Association.

Before any regular full-time employee is laid off, all other categories of employees in the affected classifications will be separated.

An employee subject to layoff will be allowed, in lieu of a layoff, to:

- (1) Demote to a lower paying classification previously held by the employee;
- (2) Transfer to the same classification in another department.

An employee who has reemployment rights, shall have the same right to compete for promotion that he/she would have had if he/she had not been laid off.

An employee who is laid off shall not accrue or be eligible for any benefits, including, but not limited to, vacation, sick leave, holidays, medical, dental, LTD, life insurance, retirement contributions and uniforms. Any employee reemployed after a layoff shall retain all vacation and sick leave accruals that the employee did not receive compensation for at the time of layoff.

If the City decides to subcontract work and such work would result in the layoff of a full-time employee, the City will notify the Association within thirty (30) days in advance of such action, and upon written request, will meet and discuss the matter prior to subcontracting the work.

21.2 Alternatives to Layoff

If during the term of this MOU the City of Alameda experiences shortfalls to its revenue sources, the City and the Association agree to meet to discuss alternative

cost reduction measures which could be taken by the City in the interest of preserving service delivery to the public.

Section 22. Discharge or Discipline

22.1 Right of Discharge or Discipline

The City shall have the right to discipline, up to and including discharge, any employee for dishonesty, insubordination, drunkenness, incompetence, willful negligence, failure to perform work as required or to observe any of the City's safety and house rules and regulations which must be conspicuously posted and not in derogation of the Memorandum of Understanding, or for engaging in strikes, individual or group slowdowns or work stoppages, or refusal to accept overtime, or for violating or ordering the violation of the Memorandum of Understanding.

22.2 Appeals

If a regular employee (including a non-Civil Service employee represented by ACEA) feels he or she has been unjustly discharged, he or she shall have the right to appeal his or her case through the appropriate procedure (Section 24.5). Such appeal must be filed with the City Manager or the Civil Service Board by the Association in writing within seven (7) calendar days from the date of discharge and unless so filed the right of appeal is lost.

Any discharged employee shall be furnished the reason for his or her discharge in writing.

Section 23. Personnel Files

An employee or his or her representative, on presentation of written authorization from the employee, shall have access to the employee's Personnel file on request. The City shall furnish the employee copies of all performance evaluation reports and letters of reprimand or warning prior to placement of such documents into the employee's Personnel file. The employee may be required to acknowledge the receipt of any document entered into his Personnel file without prejudice to subsequent arguments concerning the contents of such documents.

Section 24. Grievance Procedure

A grievance shall be defined as any dispute, arising during the term of the Memorandum of Understanding which involves the interpretation or application of any provision of this Memorandum of Understanding during its term, excluding all ordinances, resolutions, rules and regulations, the subject of which is not specifically covered by the provisions of this Memorandum. Such excluded ordinances, resolutions, rules and regulations shall not be subject to the Grievance Procedure. These grievances procedures shall also apply to those employees working at the Alameda Housing Authority.

24.1 Initial Discussions

Any employee who believes that he or she has a grievance may discuss his or her complaint with the top management official in the department in which he or she works, or with such subordinate management official as the department head may designate. Such discussion must take place within fourteen (14) calendar days of the incident that lead to the grievance, or within fourteen (14) calendar days from the time the employee would reasonably be expected to know of the occurrence. Failure to file the grievance within the time limits specified shall result in the dismissal of the issues of the grievance and the grievance shall be null and void. If the issue is not resolved within fourteen (14) calendar days of this initial discussion with the department, or if the employee elects to submit his or her grievance directly to an official of the employee organization which is formally recognized as the representative of the classification to which he or she is assigned, the procedures hereafter specified may be invoked.

24.2 Referral to Department Director

Any employee or any official of the employee organization which has been formally recognized by the City and which has jurisdiction over any position directly affected by the grievance may notify the Department Director in writing that a grievance exists. This notification must be submitted within seven (7) calendar days of the initial discussion, or within the initial fourteen (14) calendar day period specified in 24.1 above. In such notification, the grievant must state the particulars of the grievance, the provision of the MOU that is alleged to have been violated and, the desired resolution/outcome. No grievance may be processed under subsection 24.3 below which has not first been filed and investigated in pursuance of this subsection 24.2. The Department Director shall have fourteen (14) calendar days to respond to the grievance.

A grievance which remains unresolved after the response by the Department Director may be referred to the Adjustment Board within fourteen (14) calendar days of the Department Director's response provided for above. An Adjustment Board will be scheduled within thirty (30) calendar days of referral, depending on the availability of the Adjustment Board members.

24.3 Adjustment Board

In the event the Association and the City are unable to reach a mutually satisfactory accord on any grievance (as the term "grievance" is herein above defined) which arises and is presented during the term of the Memorandum of Understanding, such grievance shall be submitted to an Adjustment Board comprised of two (2) employee representatives, and two (2) representatives of the City. The Association shall be an indispensable party to any grievance which is submitted to the Adjustment Board.

The Adjustment Board shall meet and review the position of the Association and the City regarding the grievance. If the Adjustment Board unanimously agrees on a resolution to the grievance or the ACEA and the City appointed member agree, that resolution shall be final.

If an Adjustment Board is unable to arrive at a resolution either the grievant, the Association or the City may request, within 14 calendar days, that the grievance be referred to the City Manager, or arbitration.

No Adjustment Board or Arbitrator shall entertain, hear, decide or make recommendations on any dispute involving a position over which a recognized employee organization has jurisdiction unless such dispute falls within the definition of a grievance as herein above set forth in paragraph (1) of this Section.

Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary thereto shall not be grievable and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred for grievance under this Section; and no Adjustment Board or Arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

No changes in the Memorandum of Understanding or interpretations thereof will be recognized unless agreed to by the City Manager and the Association and accepted by the City Council.

24.4 City Manager and Arbitration

If the grievance is not resolved at the previous step, the grievant, the Association, or the City may within fourteen (14) calendar days, after completion of the previous step in the grievance procedure, submit the grievance directly to the City Manager or may request arbitration. If the grievance is submitted to the City Manager, he/she will review the facts submitted by the parties, and may request to meet with the parties as part of his/her evaluation of the issue(s). The decision of the City Manager on matters brought before him/her shall be final and binding upon the parties.

If arbitration is requested, representatives of the City and of the Association shall meet within fourteen (14) calendar days to select a mutually acceptable arbitrator. A hearing before the arbitrator shall be held as soon as practical and the arbitrator shall render a decision which shall be advisory to the City Manager. At the Association's request the City Manager will meet with the Association prior to making a final decision. If the City Manager declines to follow the arbitrator's decision, within fourteen (14) calendar days of receiving the arbitrator's decision, the City Manager shall state the reason for doing so in writing. In the event the City Manager has not outlined the reason in writing within fourteen (14) calendar days, the Association will request a clarification meeting with the City Manager.

The cost of arbitration shall be borne equally by the City and the Association.

24.5 Matters excluded from the Grievance Procedure of the Memorandum of Understanding

In addition to the exclusions set out in the first paragraph of this Section, the following disputes are not subject to resolution through the grievance procedure described in paragraphs 24.1 through 24.4 of this Section: (1) employee disciplinary matters and (2) disputes concerning the application or interpretation of any rule or policy or administrative procedure of the City that is contained in the City Charter, the Civil Service Ordinance, or the Civil Service Rules and Regulations that involve or pertain to the discharge or discipline of an employee or to the City's examination and promotion procedures. The appeal or dispute resolution procedures set forth in the City Charter, the Civil Service Ordinance, or the Civil Service Rules and Regulations that involve or pertain to employee disciplinary matters, the discharge or discipline of an employee, or the City's examination and promotion procedures shall be the exclusive procedures available to resolve such matters.

24.6 Disciplinary or Discharge Appeal Action

No appeal involving the discipline or discharge of an employee (including non-Civil Service employees represented by ACEA) will be entertained unless it is filed in writing by the Association with the City Manager or Civil Service Board within seven (7) calendar days from the date of the notification of the action. A copy of the notification of the action shall be sent to the Association.

24.7 Pay Claims

All complaints involving or concerning payment of compensation shall be filed in writing and no adjustments shall be retroactive for more than 30 days from the date of filing.

Section 25. Outside Employment

No employee shall engage in employment that constitutes an incompatible activity for the employee or the City. No employee shall engage in outside employment during his/her regular working hours. No uniform, emblem, badge or other employee identification shall be worn by any person while in the employment of someone other than the City. All requests by the employee for permission to engage in outside employment shall be made on a form provided by the City. No employee shall accept or continue employment other than occasional work from other than the City of Alameda without the approval of the City Manager, which may be withheld only if such employment constitutes an incompatible activity for the employee or the City or which would interfere with the employee's ability to perform his or her City job.

Section 26. Miscellaneous

26.1 Residence

Employees may reside within the City, or within a geographical area located in and limited to an area which permits a time of response, using the most direct and

feasible surface route in compliance with the legal vehicular speed limits, from place of residence to place of work not exceeding fifty (50) minutes.

26.2 Registration

The City agrees to pay Professional Engineers who have achieved State Registration, and who are employed by the City in an engineering classification, such as Junior, Assistant, or Associate Civil Engineer, which does not require State Registration as a condition of employment, Thirty-five Dollars (\$35.00) per month in addition to the affected employee's regular salary. It is understood by both parties that if the requirements for an engineering classification affected by this policy are changed to require State Registration, the Thirty-five Dollar (\$35.00) payment shall be discontinued for that classification, and that an appropriate salary range for such classification shall be renegotiated.

26.3 Educational Reimbursement

The City shall continue the education reimbursement program which shall be up to seven hundred fifty dollars (\$750.00) each year.

26.4 Break Periods

All employees will be allowed a fifteen (15) minute rest period approximately midway during the first half of any workday and a fifteen (15) minute rest period approximately midway during the second half of any workday.

26.5 Rest Periods

The City recognizes that work during the period from 11:00 p.m. to 5:00 a.m. hour interferes with the employee's normal time for sleep, and might endanger a person's health or safety if required to continue with a full regular shift in a tired condition. The City will provide a rest period of one (1) hour for each hour worked between 11:00 p.m. and 5:00 a.m., to be taken after the beginning of the regular scheduled weekday shift, on the same day, without loss of compensation.

Payment for the rest period will be at the regular straight-time rate. In computing the length of a rest period, a minimum of one (1) hour will be credited.

If the work period starts early and terminates prior to 5:00 a.m., the rest period will commence at the beginning of the regular weekday shift. If the work period starts late and continues beyond 6:00 a.m., the employee may be required to continue to work the regular shift, with the rest period deducted from the end of that shift. If the work period extends the full eight (8) hours from 11:00 p.m. to 7:00 a.m., the employee need not report for work on the regular shift until the next workday, in which case, the person will be paid for the full regular shift as if it had been worked.

26.6 Certification

Construction Inspectors who are required by State agencies to be certified and an employee required by the City to engage in pesticide spraying and who is required

to have a State certification shall be reimbursed for the fees for such certification excluding licenses required by the Department of Motor Vehicles.

26.7 Safety and Employee Well Being

1. Safety and Employee Well Being are mutual concerns of the City and the Association. The City recognizes its responsibility to maintain safe working environments and health and safety standards in accordance with all applicable guidelines. The Association recognizes its responsibility to encourage employees to work safely and adhere to the City's established safety rules, regulations and practices.
2. When an employee in good faith believes that he/she is being required to work under unhealthy or unsafe conditions, he/she should notify their immediate supervisor. The supervisor should investigate as soon as possible the alleged unhealthy or unsafe conditions and should communicate in a timely manner with the employee as to the results of the investigation. If deemed necessary, steps shall be taken to correct the condition.
3. In those instances where an employee has a complaint arising out of a health or safety condition under the City's responsibility, and where such complaint is not resolved expeditiously at the departmental level, the Risk Manager and the Association's representative shall meet promptly to discuss the matter.
4. The City shall provide safety training and instruction to minimize illness or injury to employees.
5. An employee designated by the Association shall be a member of the City-wide Safety Committee

26.8 Mechanics Training

A mechanic may be eligible to attend up to one (1) week per year City approved Mechanic Training courses or classes and additional courses or classes as approved by Public Works Superintendent.

26.9 Bilingual Pay Policy

In accordance with the City's Bilingual Pay Policy, the Human Resources Department will designate the languages to which the pay will apply and assign employees accordingly. The Bilingual Pay differential is Fifty Dollars (\$50.00) per month effective upon ratification.

26.10 Drug Free Work Place

The parties have met and conferred and agreed on the Drug Free Work Place Policy and the Alcohol and Drug Testing Procedure.

26.11 Nepotism Policy

At such time as the City meets and confers with the other City bargaining units regarding the Nepotism Policy, the City will meet and confer with the Association.

26.12 Sub-committee

Alameda Power & Telecom management and employees will jointly create an incentive plan for Meter Reader-Collectors to allow them to base their work day upon an assigned number of tasks. This sub-committee will meet and confer regarding the above issue within one (1) month of the adoption of this Memorandum of Understanding. The Union will appoint the employee representatives.

26.13 ADA

The parties agree to abide by the Americans with Disabilities Act.

26.14 Tool Allowance

An annual tool allowance of up to \$500 per fiscal year will be made available to employees in the classification of Fleet Mechanic and Senior Fleet Mechanic. The annual allowance is for the replacement of those tools worn or broken in the normal course of employment with the City or for the replacement of technologically obsolete tools. Tool replacement is limited to the list of recommended tools (generated by the Department), which may be amended in the future to include additional tools. The purchase of any tool under the reimbursement provision which is not included on the Departments recommended list must be approved in advance.

Reimbursement will be paid only upon submission to the employee's supervisor of a receipt(s) from the current fiscal year. Reimbursement does not carry over between fiscal years. If, in the judgment of the employee's supervisor, a tool is broken through misuse or abuse, it will not be replaced under this provision. In the event the employee and the Superintendent are unable to agree on the replacement of a tool, the Association President may request that the Human Resources Director review the situation.

26.15 Class B License

If a Maintenance Worker II fails to meet the requirement to maintain the medical component of the Class B driver's license and wishes to have the circumstances reviewed in a labor/management committee, prior to action being taken by the Department, he/she must immediately notify ACEA of such request in writing. With prior, written authorization from the employee releasing any confidential medical information, a labor/management committee consisting of two members appointed by ACEA and two members appointed by the City will meet to review the circumstances and see what alternatives are available for the consideration of the Department.

Section 27. Separability of Provisions

Should any section, clause or provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding.

Upon such invalidation the parties agree to meet and confer concerning substitute provisions for any provisions that were rendered or declared illegal.

Section 28. Past Practices and Existing Memoranda of Understanding

28.1 Continuance of working conditions and practices not specifically authorized by ordinance or resolution of the City Council is not guaranteed by this Memorandum of Understanding.

28.2 This Memorandum of Understanding shall supersede all other Memoranda of Understanding between the City and the Association.

This Memorandum of Understanding is made and entered into this 21st day of July 2009.

SIGNATURE PAGE

MEMORANDUM OF UNDERSTANDING
between
CITY OF ALAMEDA
and
ALAMEDA CITY EMPLOYEES ASSOCIATION

ALAMEDA CITY EMPLOYEES ASSOCIATION
AFFILIATED WITH OPERATING ENGINEERS,
LOCAL 3, AFL-CIO

By 
LINDA JUSTUS, PRESIDENT

By _____
MARIEL THOMAS

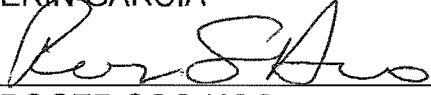
By 
TERRY FLIPPO

By _____
MAX ARBIOS

By _____
MIKE LEAHY

By 
KEIVAN ABIDI

By 
ERIN GARCIA

By 
ROGER SOO HOO

For ACEA


ALAN ELNICK, Business Representative

CITY OF ALAMEDA

By 
CITY MANAGER

APPROVED AS TO FORM

By 
CITY ATTORNEY

CITY OF ALAMEDA
ALAMEDA CITY EMPLOYEES ASSOCIATION
EFFECTIVE AUGUST 3, 2008

CODE	CLASSIFICATION	HOURLY							
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
3140 *	Associate Civil Engineer	34.64	36.37	38.19	40.10	42.11	44.22	46.43	48.75
3145 *	Transportation Engineer	34.56	36.29	38.10	40.01	42.01	44.11	46.32	48.64
3146 *	Transportation Coordinator	31.57	33.15	34.81	36.55	38.38	40.30	42.32	44.44
3120 *	Assistant Engineer	29.85	31.34	32.91	34.56	36.29	38.10	40.01	42.01
3090 *	Survey Party Chief	30.38	31.90	33.50	35.18	36.94	38.79	40.73	42.77
3075 *	Senior Construction Inspector	30.38	31.90	33.50	35.18	36.94	38.79	40.73	42.77
3070 *	Construction Inspector	28.22	29.63	31.11	32.67	34.30	36.02	37.82	39.71
3110 *	Junior Engineer	25.77	27.06	28.41	29.83	31.32	32.89	34.53	36.26
3020 *	Senior Engineering Aide	22.41	23.53	24.71	25.95	27.25	28.61	30.04	31.54
3030 *	Senior Draftsperson	22.41	23.53	24.71	25.95	27.25	28.61	30.04	31.54
3015 *	Engineering Aide	19.82	20.81	21.85	22.94	24.09	25.29	26.55	27.88
2570	Traffic Signal Maintenance Tech	26.17	27.48	28.85	30.29	31.80	33.39	35.06	36.81
2370	Senior Fleet Mechanic	26.01	27.31	28.68	30.11	31.62	33.20	34.86	36.60
2360	Fleet Mechanic	25.39	26.66	27.99	29.39	30.86	32.40	34.02	35.72
2555	Public Works Mtce Team Ldr	24.60	25.83	27.12	28.48	29.90	31.40	32.97	34.62
2540	Maintenance Carpenter Team Ldr	24.60	25.83	27.12	28.48	29.90	31.40	32.97	34.62
2550	Maintenance Painting Team Ldr	24.60	25.83	27.12	28.48	29.90	31.40	32.97	34.62
2520	Maintenance Worker II	22.18	23.29	24.45	25.67	26.95	28.30	29.72	31.21
2510	Maintenance Worker I	18.79	19.73	20.72	21.76	22.85	23.99	25.19	26.45
3330 *	Waste Management Specialist	26.24	27.55	28.93	30.38	31.90	33.50	35.18	36.94
3350 *	Recycling Technician	21.90	23.00	24.15	25.36	26.63	27.96	29.36	30.83
1660	Telecom Maintenance Tech	26.40	27.72	29.11	30.57	32.10	33.70	35.39	37.16
6040 *	Planner III	31.21	32.77	34.41	36.13	37.94	39.84	41.83	43.92
6030 *	Planner II	25.88	27.17	28.53	29.96	31.46	33.03	34.68	36.41
6020 *	Planner I	22.49	23.61	24.79	26.03	27.33	28.70	30.14	31.65
3230 *	Plan Check Engineer	36.37	38.19	40.10	42.10	44.21	46.42	48.74	51.18
3235 *	Plans Examiner	29.23	30.69	32.22	33.83	35.52	37.30	39.17	41.13
3242 *	Senior Combination Bldg Inspector	29.37	30.84	32.38	34.00	35.70	37.49	39.36	41.33
3245 *	Combination Building Inspector	27.14	28.50	29.92	31.42	32.99	34.64	36.37	38.19
2077 *	Fire/Bldg Code Compliance Officer	27.14	28.50	29.92	31.42	32.99	34.64	36.37	38.19
3274 *	Permit Technician III	22.99	24.14	25.35	26.62	27.95	29.35	30.82	32.36
3270 *	Permit Technician II	21.90	23.00	24.15	25.36	26.63	27.96	29.36	30.83
3000 *	Permit Technician I	19.33	20.30	21.32	22.39	23.51	24.69	25.92	27.22
1755 *	Reconstruction Specialist II	30.64	32.17	33.78	35.47	37.24	39.10	41.05	43.10
1775 *	Program Specialist II	29.15	30.61	32.14	33.75	35.44	37.21	39.07	41.02
1785 *	Development Specialist II	29.15	30.61	32.14	33.75	35.44	37.21	39.07	41.02
1760 *	Reconstruction Specialist I	26.11	27.42	28.79	30.23	31.74	33.33	35.00	36.75
1770 *	Program Specialist I	26.11	27.42	28.79	30.23	31.74	33.33	35.00	36.75
1780 *	Development Specialist I	26.11	27.42	28.79	30.23	31.74	33.33	35.00	36.75
6620 *	Accounting Officer	27.93	29.33	30.80	32.34	33.96	35.66	37.44	39.31
6670 *	Housing Manager	24.02	25.22	26.48	27.80	29.19	30.65	32.18	33.79
6641 *	Housing Specialist I	20.49	21.51	22.59	23.72	24.91	26.16	27.47	28.84
6642 *	Housing Specialist II	23.33	24.50	25.73	27.02	28.37	29.79	31.28	32.84
6643 *	Housing Specialist III	26.09	27.39	28.76	30.20	31.71	33.30	34.96	36.71

CITY OF ALAMEDA
ALAMEDA CITY EMPLOYEES ASSOCIATION
EFFECTIVE AUGUST 3, 2008

CODE	CLASSIFICATION	HOURLY							
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
5110 *	Recreation Program Coordinator	23.52	24.70	25.94	27.24	28.60	30.03	31.53	33.11
5160	Equipment Operator	20.31	21.33	22.40	23.52	24.70	25.93	27.23	28.59
5230	Park Maintenance Leadperson	22.46	23.58	24.76	26.00	27.30	28.67	30.10	31.61
5260	Golf & Park Maintenance Worker	19.34	20.31	21.33	22.40	23.52	24.70	25.94	27.24
5220	Golf & Park Maintenance Team Ldr	26.07	27.37	28.74	30.18	31.69	33.27	34.93	36.68
5250	Equipment Mechanic	22.76	23.90	25.10	26.35	27.67	29.05	30.50	32.03
5240	Golf Course Utility Worker	22.46	23.58	24.76	26.00	27.30	28.67	30.10	31.61
3540 *	Senior Librarian	24.37	25.59	26.87	28.21	29.62	31.10	32.66	34.29
3530 *	Librarian	22.13	23.24	24.40	25.62	26.90	28.24	29.65	31.13
3515 *	Library Technician	18.17	19.08	20.03	21.03	22.08	23.18	24.34	25.56
3512 *	Intermediate Library Clerk	14.24	14.95	15.70	16.48	17.30	18.17	19.08	20.03
7620 *	Marketing Assistant	20.23	21.24	22.30	23.42	24.59	25.82	27.11	28.47
7560 *	Customer Service Representative	20.61	21.64	22.72	23.86	25.05	26.30	27.61	28.99
7580 *	Support Services Clerk II	18.33	19.25	20.21	21.22	22.28	23.39	24.56	25.79
7585 *	Support Services Clerk I	15.86	16.65	17.48	18.35	19.27	20.23	21.24	22.30
7550 *	Meter Reader-Collector	19.59	20.57	21.60	22.68	23.81	25.00	26.25	27.56
7312 *	Computer Services Operator	19.61	20.59	21.62	22.70	23.83	25.02	26.27	27.58
7120	Gardener	18.19	19.10	20.05	21.05	22.10	23.21	24.37	25.59
1546 *	Engineering Office Assistant	21.31	22.38	23.50	24.67	25.90	27.19	28.55	29.98
1540 *	Senior Clerk	20.37	21.39	22.46	23.58	24.76	26.00	27.30	28.67
1510 *	Intermediate Clerk	18.92	19.87	20.86	21.90	22.99	24.14	25.35	26.62
1500 *	Telephone Operator-Receptionist	16.77	17.61	18.49	19.41	20.38	21.40	22.47	23.59
1625 *	Accounting Technician	23.09	24.24	25.45	26.72	28.06	29.46	30.93	32.48
1620 *	Senior Account Clerk	20.93	21.98	23.08	24.23	25.44	26.71	28.05	29.45
1610 *	Account Clerk	19.19	20.15	21.16	22.22	23.33	24.50	25.73	27.02
2020	Laborer	16.51	17.34	18.21	19.12	20.08	21.08	22.13	23.24
2005 *	Custodian	17.53	18.41	19.33	20.30	21.32	22.39	23.51	24.69

*Indicates classifications with thirty-seven and one-half (37 ½) hour work week; other classifications have forty (40) hour work week.

**Incumbent assigned to the Housing Authority as of December 22, 2004 (Council approval date of 7/1/2003 through 6/30/2006 ACEA MOU), shall be "grandfathered in" with a "dummy" Housing Authority Custodian classification established with 40-hour work week; the position and class will be redlined to be deleted when the position becomes vacant and will be filled with the regular Custodian classification at 37 ½ hour work week.

In addition to normal compensation, Golf Course Equipment Operators (5160) engaged in night watering for four or more hours between 4:00 p.m. and 8:00 a.m., shall receive a one-step (5%) salary differential while so regularly and continuously employed.

Appendix B no longer in effect.



City of Alameda · California

HOLIDAY SCHEDULE FOR CALENDAR YEAR 2009

<u>HOLIDAY</u>	<u>DATE</u>
New Year's Day	Thursday, January 1, 2009
Martin Luther King, Jr.	Monday, January 19, 2009
Presidents' Day	Monday, February 16, 2009
Memorial Day	Monday, May 25, 2009
Independence Day	Friday, July 3, 2009
Labor Day	Monday, September 7, 2009
Veteran's Day	Wednesday, November 11, 2009
Thanksgiving Day	Thursday, November 26, 2009
Day After Thanksgiving Day	Friday, November 27, 2009
Christmas Day	Friday, December 25, 2009

There are three and one-half (3½) floating holidays to be scheduled by mutual agreement between the employee and his or her Department Head or designated representative, to be taken during the calendar year. During the original probationary period:

Alameda City Employees Association (ACEA) employees shall be eligible for one (1) floating holiday at hire, one (1) floating holiday after six (6) months, and one and one-half (1½) floating holidays upon completion of twelve (12) months of service with the City.

Alameda Management and Confidential Employees Association (MCEA) employees shall be eligible for one (1) floating holiday after three (3) months and two and one-half (2½) floating holidays upon completion of twelve (12) months of service with the City.

International Brotherhood of Electrical Workers (IBEW) employees shall be eligible for one (1) floating holiday after three (3) months, the second after six (6) months, and one and one-half (1½) after nine (9) months with AP&T.

For those non-safety employees working a reduced work-week, a fixed number of holiday's hours will be allotted. These hours include floating holiday hours for those entitled to such hours. Therefore, each employee will need to carefully watch their number of holiday hours since the number of days these will cover depends on how many hours in each employee's work day.

09Holiday

Human Resources Department, Room 290

*City Hall
2263 Santa Clara Avenue
Alameda, CA 94501
(510) 747-4900*



CITY OF ALAMEDA • CALIFORNIA

CITY HALL • SANTA CLARA AT OAK STREET 94501 • (415) 522-4100

OFFICE OF THE CITY MANAGER

J. BRUCE RUPP
CITY MANAGER

August 6, 1982

Operating Engineers
Public Employees, Local 3
675 Hegenberger Road
Oakland, CA 94621

Attention: Mr. George Bist

Dear Sirs:

This letter will confirm our understanding that Section 18.1 Sick Leave of the Memorandum of Understanding between the City of Alameda and the Alameda City Employees Association, affiliated with Operating Engineers Local 3, shall be modified as follows:

An employee assigned to a classification represented by the Association and who was hired by the City prior to August 1, 1980, shall, upon completion of each anniversary year and a minimum of one thousand eight hundred (1,800) straight-time hours of work within the twelve (12) month period immediately preceding each anniversary year, accrue sick leave at the following rate:

<u>Years of Service</u>	<u>Sick Leave</u>
1 - 5	10 working days per year
6 - 15	15 working days per year
16 or more	20 working days per year

In addition, an employee shall accrue sick leave at the rate of one (1) day per month, provided the employee has worked one hundred sixty (160) straight-time hours that month for an employee in a classification having a forty (40) hour workweek or one hundred fifty (150) straight-time hours that month for an employee in a classification having a thirty-seven and one-half (37 1/2) hour workweek, to a maximum of one hundred eighty (180) days.

Furthermore, an employee hired by the City prior to July 1, 1978, who resigns or retires from City employment and has been in the service of the City for a minimum of ten (10) years, will be eligible for payment of unused accumulated sick leave based on the following calculation.

Operating Engineers Public Employees,
Local 3
Attention: Mr. George Bist

Formula for payment of an employee's unused accumulated sick leave at the time of resignation or retirement.

One and two-tenths of one percent (1.2%) of the employee's unused accumulated sick leave, at the time of resignation or retirement, times the number of full years of service by the employee with the City, times the employee's daily pay rate at the time of resignation or retirement; provided, however, that in no event shall the payment for unused accumulated sick leave exceed thirty percent (30%) of the monetary value of the employee's unused sick leave accumulation. Unused sick leave accumulation for the purpose of payment at time of retirement or resignation shall not exceed the number of days accrued by the employee on July 1, 1978.

There shall be no payment for unused accumulated sick leave if an employee's service with the City is terminated due to discharge.

If the following is in accordance with your understanding, please indicate your acceptance and approval in the space provided below.

Dated: _____

Very truly yours,

APPROVED AND ACCEPTED

ALAMEDA CITY EMPLOYEES ASSOCIATION CITY OF ALAMEDA
AFFILIATED WITH OPERATING ENGINEERS,
LOCAL 3

By _____

By _____

City Manager

BUREAU OF ELECTRICITY

By _____

General Manager

JBR:ds

AGREEMENT REGARDING CHUCK CORICA GOLF COMPLEX

The City of Alameda and the Alameda City Employees Association (ACEA) enter into the following agreement regarding the operation of the Chuck Corica Golf Complex (Golf Complex). This Agreement shall become final upon ratification by the ACEA and the City of Alameda City Council. This Agreement shall be incorporated into and become a part of the 2006-2009 MOU between the City of Alameda and the ACEA upon such ratifications.

1. The City of Alameda shall enter into a contract for the interim operation of the Golf Complex through December 31, 2009.
2. The City of Alameda shall, in accordance with applicable CalPERS law and regulations, offer a "Golden Handshake" (Government Code §20903) to eligible employees assigned to the Golf Complex and the Parks Division of the Recreation and Parks Department and employed in the following classifications: Equipment Operator, Golf & Park Maintenance Teamleader, Golf & Park Maintenance Worker and Park Maintenance Leadperson. The window period for the "Golden Handshake" shall be for a maximum of 180 days beginning December 3, 2008 and ending close of business on May 31, 2009.
3. The City of Alameda shall issue one lay-off notice for the classification of Golf & Park Maintenance Worker with effective date of the lay-off being close of business January 5, 2009 unless at least one Maintenance employee assigned to the Golf Complex or in the Parks Division elects to retire under the "Golden Handshake" with a retirement date on or before January 31, 2009. In the event that at least three additional eligible ACEA bargaining unit members have not elected to retire under the "Golden Handshake" or have otherwise terminated employment with the City by March 3, 2009, the City shall issue up to three additional lay-off notices with effective dates such that there is a total reduction of four ACEA positions at the Golf Complex or the Parks Division by close of business on May 31, 2009.
4. If any ACEA employees assigned to the Parks Division accept the "Golden Handshake," the City may elect to fill those vacancies with ACEA employees assigned to the Golf Complex through transfer, pursuant to Civil Service Rules Article IX, Sec. 1.
5. No later than 60 days prior to December 31, 2009, the City will issue lay-off notices to all remaining ACEA bargaining unit members assigned to the Golf Complex with the effective date of the lay-off being close of business December 31, 2009.
6. The City of Alameda will offer single party health insurance reimbursement at the 2009 Kaiser premium rate for a maximum of twelve


(12) months to ACEA bargaining unit members who retire under the "Golden Handshake" provisions of this Agreement. Reimbursement to ACEA bargaining unit members who do not retire on or before December 31, 2008 under the "Golden Handshake" provisions of this Agreement shall be reduced by one month for each calendar month the employee remains employed into the "Golden Handshake" window of December 3, 2008 through May 31, 2009. For example, a bargaining unit member retiring anytime during the month of January 2009, shall receive eleven months of health insurance reimbursement under this paragraph, and a bargaining unit member retiring anytime during the month of February, shall received ten months of health insurance reimbursement under this paragraph, etc. No additional health insurance reimbursements will be offered after the "Golden Handshake" window has closed.

7. All bumping in connection with the reduction of positions under this Agreement shall be in accordance with the provisions of the current ACEA MOU as interpreted, if necessary, by the City of Alameda Civil Service Board at the December 17, 2008 special meeting. In accordance with the ACEA MOU, lay offs under this Agreement shall not be subject to the ACEA MOU grievance procedure or City of Alameda Civil Service Board appeal.
8. ACEA employees assigned to work at the Golf Complex shall be subject to the direction and control of the private operator in accordance with the provisions of the current and any successor ACEA MOU. The City shall instruct the private operator with regard to any necessary employee discipline.
9. ACEA agrees to work with the private operator to effectuate such terms and conditions as will be conducive to efficient operation of the Golf Complex, including but not limited to flexibility in the setting of schedules, hours of work and "rainy day" layoff provisions.
10. ACEA agrees that as ACEA employees assigned to the Golf Complex leave City employment on or after December 3, 2008, the private operator may replace them with its own employees who will not be subject to the terms and conditions of the current and any successor ACEA MOU.
11. The parties acknowledge that it is not the intention of the City to subsidize the operation of the Golf Complex with general fund monies and that if, prior to December 31, 2009, the reserve fund of the Golf Complex is depleted, the City and ACEA shall meet to discuss the cessation of maintenance operations with the City complying with the requirements of the Meyers-Milias-Brown Act (Government Code §3500 *et seq.*). The City agrees to provide ACEA with a financial statement on a monthly basis of the current status of the reserve fund.
12. The parties mutually agree and intend that this Amendment remain effective through December 31, 2009 which both parties recognize extends beyond the term of their current MOU.
13. ACEA agrees that the City has complied with the MOU between the parties and the Meyers-Milias-Brown Act and all applicable laws with

regard to the City's contracting for the interim operation of the Golf Course and the subsequent reduction in force of ACEA bargaining unit members. Upon ratification of this Agreement by ACEA and the City of Alameda, ACEA shall file with the California Public Employment Relations Board a request for dismissal, with prejudice, of unfair practice charge SF-CE-587-M. Upon ratification of this Agreement by ACEA and the City of Alameda, ACEA shall not pursue any civil or administrative action with regard to the City's contracting for the interim operation of the Golf Course and the subsequent reduction in force of ACEA bargaining unit members.

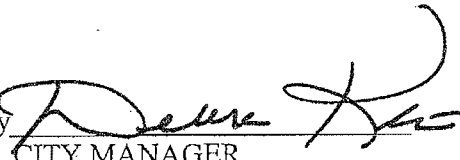
14. The parties agree to resolve any disputes regarding the application, interpretation and/or claimed breach of this Agreement, other than bumping disputes as provided in paragraph 7 herein, by mutually agreeing to utilize the Grievance Procedure (Section 24) provided for in the current MOU between the parties.

ALAMEDA CITY EMPLOYEES ASSN.
AFFILIATED WITH OPERATING ENGRS,
LOCAL UNION NO. 3, AFL-CIO

By 
PRESIDENT


Dated: 12-17-08

CITY OF ALAMEDA

By 
CITY MANAGER

Dated: 12/21/08

FOR THE UNION

By 
BUSINESS REPRESENTATIVE

Dated: 12/16/08

APPROVED AS TO FORM

By 
CITY ATTORNEY

AMENDMENT TO MEMORANDUM OF UNDERSTANDING
Between
CITY OF ALAMEDA
And
ALAMEDA CITY EMPLOYEES ASSOCIATION

The City of Alameda and the Alameda City Employees Association (ACEA), having met and conferred in good faith pursuant to the Meyers-Milias Brown Act ("MMBA", Government Code §§ 3500 *et seq.*) and the ACEA Memorandum of Understanding (MOU) for the period from July 1, 2009 through June 30, 2011, agree to the following amendment to that Memorandum of Understanding as follows:

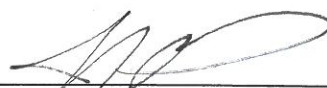
The term of the Alameda City Employees Association (ACEA) Memorandum of Understanding (MOU) shall be extended through December 31, 2011.

Made and entered into this 21st day of June, 2011

ALAMEDA CITY EMPLOYEES
ASSOCIATION

CITY OF ALAMEDA

By: 

By: 
John A. Russo
City Manager

By: _____

APPROVED AS TO FORM

By: _____

By: 
Acting City Attorney

By: _____

ACEA

By: Dave Gossman, OE #3 Business Representative
Dave Gossman
Business Representative, OE 3

CITY OF ALAMEDA RESOLUTION NO. 14576

APPROVING AMENDMENT TO MEMORANDUM OF UNDERSTANDING
BETWEEN

THE ALAMEDA CITY EMPLOYEES ASSOCIATION
AND

THE CITY OF ALAMEDA FOR THE PERIOD COMMENCING
JULY 1, 2009, AND ENDING JUNE 30, 2011

Approved as to Form

City Attorney

WHEREAS, the membership of the Alameda City Employees Association (ACEA) has consented to and approved a motion asking the City Council to enter into an agreement to extend the existing ACEA Memorandum of Understanding (MOU) through December 31, 2011, with no enhancements to salary, benefits, or existing contract terms; and

WHEREAS, there has been submitted to this Council a resulting Amendment to Memorandum of Understanding between ACEA and the City of Alameda; and

WHEREAS, the Council of the City of Alameda has fully examined said proposed Amendment to the Memorandum of Understanding, and thereby finds and determines adoption of said documents to be in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alameda that said Council hereby approves and adopts said Amendment to Memorandum of Understanding between ACEA and the City of Alameda.

BE IT FURTHER RESOLVED that the provision of this Resolution shall supersede any other resolution in conflict herewith.

* * * * *

I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Council of the City of Alameda in a regular meeting assembled on the 21st day of June, 2011, by the following vote to wit:

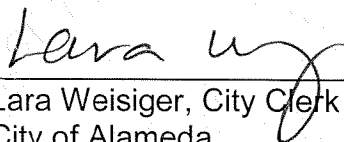
AYES: Councilmembers Bonta, deHaan, Johnson, Tam and Mayor Gilmore – 5.

NOES: None.

ABSENT: None.

ABSTENTIONS: None.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the seal of said City this 22nd day of June, 2011.



Lara Weisiger, City Clerk
City of Alameda

